

Authorized

Federal Supply Service Information Technology Schedule Pricelist General Purpose Commercial Information Technology Equipment, Software and Services

Special Item No. 132-51 Information Technology Professional Services

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D311 IT Data Conversion Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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Email: info@softdevconsulting.com http://www.softdevconsulting.com

Contract Number: GS-35F-0054W

Period Covered by Contract: October 29, 2009 through October 28, 2014

General Services Administration Federal Acquisition Service

Pricelist current through Modification # PO02, dated June 24, 2011.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at http://www.fss.gsa.gov/



Table of Contents

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL	,
ITEM NUMBERS	3
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY	
(IT) PROFESSIONAL SERVICES	10
(SPECIAL ITEM NUMBER 132-51)	
DESCRIPTION OF IT SERVICES AND PRICING	
Labor Category Descriptions	
Labor Category Pricing	
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION	
PROCUREMENT PROGRAMS	21
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY	
SCHEDULE	22
RASIC CHIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"	25



INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and womenowned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address:

SoftDev Incorporated 4323 Ben Franklin Blvd., Ste. 700

Durham, NC 27704-2129 Phone: 910.727.0000 Fax: 910.727.0011

Email: robin.kaiser@softdevconsulting.com

Attention: Robin Kaiser

Payment Address:

SoftDev Incorporated 4323 Ben Franklin Blvd., Ste. 700 Durham, NC 27704-2129

Phone: 910.727.0000 Fax: 910.727.0011

Email: robin.kaiser@softdevconsulting.com

Attention: Accounts Receivable



Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: 910.727.0000 Fax: 910.727.0011

Email: robin.kaiser@softdevconsulting.com

Attention: Robin Kaiser

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 013196634

Block 30: Type of Contractor - B. Other Small Business

Block 31: Woman-Owned Small Business - Yes

Block 36: Contractor's Taxpayer Identification Number (TIN): 56-2176059

4a. CAGE Code: 1TMR0

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

Destination including the Continental U.S., Alaska, Hawaii, and Puerto Rico.

6. **DELIVERY SCHEDULE**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-51

As agreed upon between the contractor and the agency

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
- 7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
 - a. Prompt Payment: 0% 0 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity: NONE
 - c. Dollar Volume: NONE
 - d. Government Educational Institutions: Offered the same discounts as all other Government customers
 - e. Other: NONE



8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not Applicable.

- **10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.
- 11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
- a. Special Item Number 132-51 Information Technology (IT) Professional Services

The maximum dollar value of an order is \$500,000:

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
- 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.
- 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

- 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.
- 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)



- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
- **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)



16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Netscape). The Internet address is http://www.fss.gsa.gov/.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be



provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

http://www.softdevconsulting.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from ______ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.



25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.



5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR



All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.



13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.



DESCRIPTION OF IT SERVICES AND PRICING

Labor Category Descriptions

1. Program Manager

Minimum/General Experience

A minimum of eight years direct program management experience in managing all aspects of a program including; proposal development, program planning, cost/schedule/risk management, vendor and subcontract management. Proven experience in managing IT programs and projects. Knowledge and understanding of the procurement or acquisition processes for the customers' or federal government markets. Demonstrated cost and financial management knowledge to include program cost control, profit and loss, cash and inventory skills. Personal computer skills (e.g., word processing, spread sheet, MS Project, Visio, presentation graphics). Effective written and oral communication skills. Leadership and team building skills. Ability to direct goal oriented activities of a diverse work force. Ability to plan, organize and schedule.

Functional Responsibility

Works in various projects managing costs, schedules, risks and overall technical management. Works with teams to formulate new solutions to satisfy customer requirements. Manages and coordinates proposal activities. Formulates plans and objectives for assigned programs and business development activities. Daily interaction with teams providing direction as necessary to achieve business objectives. Establishes cost objectives and controls and monitoring the adherence to plans. Interfaces directly with customers to maintain positive relationships. Reviews and directs the performance of all assigned teams and functions.

Minimum Education

Baccalaureate degree in a related field. A Project Management Professional (PMP) certification is preferred.

2. Project Manager II

Minimum/General Experience

Four years (4) experience in a leadership role involving development or operation and maintenance programs.

Functional Responsibility

Responsible for the performance of all projects in accordance with contract requirements and company policies, procedures and guidelines. Responsible for complex projects that require the regular use of management expertise. Projects require the continuation of specialized management theories and knowledge.

Minimum Education

Bachelor's Degree or equivalent experience

3. Project Manager

Minimum/General Experience

Two years (2) experience in a leadership role involving development or operation and maintenance programs.

Functional Responsibility

Responsible for the performance of small and midsize projects or a definable portion of a larger program in accordance with contract requirements and company policies, procedures and guidelines. Responsible for complex projects that require the regular use of management expertise. Projects require the continuation of specialized management theories and knowledge.

Minimum Education

A Bachelor's degree or equivalent experience.

4. Data Analytics Manager



Minimum/General Experience

Four (4) years of experience analyzing data problems to satisfy task order requirements. Possesses the ability to assume increasing responsibilities in the functional area activities and is knowledgeable of applicable functional standards and provides general technical support. Is capable of implementing functional area projects and performing business practice analysis.

Functional Responsibility

Manages the Business Data Analyst staff. Provides technical knowledge and analysis of specialized applications and operational environments, and advice on problems which require knowledge of the subject matter for effective solutions. Applies principles, methods and knowledge of the functional area of expertise to specific task order requirements. Designs and prepares technical reports and related documentation. Prepares and delivers presentations and briefings as required by the task order. Responsibility includes providing documentation planning and support, project administration, general office support, constructing database management systems, providing technical leadership for functional area analysis, coordinating and managing new functional area systems upgrades, and entering data into database management computer systems for various functional areas to include patient appointing, medical coding/auditing, medical billing, referral management, medical transcription, etc.

Minimum Education

Bachelor's degree or equivalent. Six (6) years of general experience is equivalent to a Bachelor's degree. Associates degree can be substituted for three years experience. With a Master's degree, 4 years of general experience is required.

5. Customer Service Manager

Minimum/General Experience:

Must be proficient with tracking incidents from open to close and completion of all documentation through resolution. Must be capable of developing and maintaining records of technical and procedural knowledge. Must independently analyze data and develop appropriate solutions. ITIL v3 certification and/or knowledge a plus. Strong project management and workforce management skills are essential. Strong analytical, communication and writing skills are essential along with the ability to act quickly to change. Strong collaboration skills with customers and stakeholders are essential.

Functional Responsibility

Hires and manages Help Desk resources for optimal performance and resource management. Develops Help Desk standard operating procedures for processing and resolving different categories of service requests and trains staff on new and existing procedures. Establishes, maintains and enforces target Service Level Agreements (SLAs) for service request response and resolution time. Analyzes Help Desk performance and documented resolutions, identifies problem areas, and delivers solutions to enhance quality of service. Provides metrics to highlight closure rates and status of outstanding issues. Follows ITIL v3 procedures and techniques to identify root cause and communicate resolution. Identifies trends and escalates to the appropriate departments. Additional responsibilities include, providing documentation planning and support, and project administration.

Minimum Education

Baccalaureate degree in a computer related field and 5 years of professional work experience OR 7 years professional work experience in customer service with demonstrated technical knowledge and desire to learn.

6. Software Engineer

Minimum/General Experience

Zero (0) to four (4) years general software engineering experience.

Functional Responsibility

Performs requirements definition and analysis, preliminary and detailed design, design implementation, and subsystem and system integration and testing. Participates in software requirements reviews, preliminary and critical design reviews, integration readiness reviews, and software acceptance reviews. Determines and



designs applications architecture. Determines output media/formats and designs user interfaces. Works with customers to test applications. Assures software and systems quality and functionality. Integrates hardware and software components. Evaluates new applications software technologies. Has a wide range of knowledge of principles, theories, and concepts in a specialized field, plus knowledge of related disciplines gained through wide exposure. Can work independently and determines and develops approaches to solutions.

Minimum Education

A Bachelor's degree in Computer Science, or related field, or equivalent experience; A high school diploma with equivalent experience.

7. Senior Software Engineer

Minimum/General Experience

Four (4) years experience performing software engineering tasks including knowledge and application of tools, and methods for defining software requirements.

Functional Responsibility

Performs requirements definition and analysis, preliminary and detailed design, design implementation, and subsystem and system integration and testing. Participates in software requirements reviews, preliminary and critical design reviews, integration readiness reviews, and software acceptance reviews. Determines and designs applications architecture. Assures software and systems quality and functionality. Integrates hardware and software components. Evaluates new applications software technologies; and/or ensures the rigorous application of information security/information assurance policies, principles, and practices to the delivery of application software services. Represents the organization as technical customer contact on contracts or projects. Interacts with senior customer personnel on significant technical matters, often requiring coordinated activity across organizational lines. Provides solutions to complex problems that require the regular use of expertise and creativity. Problems are broadly defined and solutions require the continuation of specialized theories and knowledge.

Minimum Education A Bachelor's degree in Computer Science, or related field, or equivalent experience.

8. Applications Systems Analyst

Minimum/General Experience

Zero (0) to four (4) years experience with system operation, maintenance, or development including integrating technical and functional issues for routine or complex information systems and projects, articulating/optimizing work, and process and data flows.

Functional Responsibility

Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Determines equipment and software requirements, establishes system parameters and formats, and coordinates and/or modifies user requirements in terms of existing and projected computer capacities and capabilities. Analyzes new hardware to determine its need or application in existing or new systems; and advises on new techniques and estimates costs associated with data processing programs. Applies existing/emerging technology tools to develop and document complex systems. Has a wide range of knowledge of principles, theories, and concepts in a specialized field, plus knowledge of related disciplines gained through wide exposure. Researches, evaluates and proposes solutions for adapting/integrating existing information systems. Prepares system for operational use and oversees operational tests. Provides solutions to complex problems that require the regular use of expertise and creativity. Problems are broadly defined and solutions require the continuation of specialized theories and knowledge. Can work independently and determines and develops approaches to solutions.

Minimum Education

A Bachelor's degree in Computer Science, Management Information Systems, or related field, or equivalent experience.

9. Sr. Business Analyst



Minimum/General Experience

6+ years of experience as a business analyst. Experience with a variety of requirements elicitation and management techniques. Experience leading analysis activities of other BAs on a software development team. Quickly analyze and understand the business problems and data challenges of the customer. Identifies customer's strengths and weaknesses and suggests areas of improvement. Elicits requirements using interviews, document analysis, requirements workshops, storyboards, surveys, site visits, business process descriptions, use cases, scenarios, event lists, business analysis, competitive product analysis, task and workflow analysis, and/or viewpoints. Reviews and edits requirements, specifications, business processes and recommendations related to proposed solution. Develops functional specifications and system design specifications for client engagements. Identify and document business processes, requirements, and use cases using Microsoft tools (Word, Excel, Visio). Ability to work well in a team environment. Ability to manage multiple tasks concurrently. Communicate effectively (written and spoken). Manage client relationships and facilitate discussions. Have strong attention to detail. Negotiate and build consensus. Understand and adapt to organizational change. Adapt easily to changes based on new or updated client needs.

Functional Responsibility

Leads the analysis activities of projects for clients through elicitation and documentation of business and system level requirements, impact assessments and ad-hoc analyses as needed to support project goals. Provides clear and concise requirements documentation to include business, functional, and non-functional requirements. Develops, reviews, maintains, and provides feedback process documentation. Researches background information in order to be more effective and to facilitate understanding of overall project activities. Facilitates and manages group requirements review sessions. Develops business process models and use cases. Manages requirements and related files in prescribed requirements management tools. Works well as a team, as well as individually, at all levels of an organization to obtain knowledge that facilitates problem resolution. Supports the testing process by providing documentation, researching questions, and providing timely answers. Keeps management informed of progress and solicit assistance when a road-block is present.

Minimum Education

A Bachelor's degree in Computer Science, or related field, or equivalent experience.

10. Sr. Data Analyst

Minimum/General Experience

4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.

Functional Responsibility

Interprets results using a variety of techniques, ranging from simple data aggregation via statistical analysis to complex data mining independently. Designs, develops, implements and maintains business solutions. Works with clients and project and business leaders to identify analytical requirements. Provides tutorship to junior analysts.

Minimum Education

Requires a bachelor's degree in area of specialty or equivalent experience.

11. Help Desk Specialist

Minimum/General Experience

Technical knowledge coupled with strong customer service skills is essential. Must be proficient with tracking incidents from open to close and completion of all documentation through resolution. Must be capable of developing and maintaining records of technical and procedural knowledge. Must independently analyze data and develop appropriate solutions. Ability to manage and meet deadlines in a fast-paced environment. Strong analytical, communication and writing skills are essential along with the ability to act quickly to change. Strong collaboration skills with customers and stakeholders are essential.



Functional Responsibility

Works closely with the user community resolve service requests. Develops Help Desk standard operating procedures for resolving different categories of tickets and the processing of tickets. Meets target Service Level Agreements (SLAs) for ticket response and resolution time. Participates in training and customer support processes. Assists in the creation and maintenance of technical support documentation related to incident prevention, error types and resolution methods. Assists in internal and customer continuous quality improvement activities. Notifies Customer Service Manager of potential trends that could identify a system defect or flaw.

Minimum Education

Associate's degree in a related field and 0 - 5 years of professional work experience OR 5 years professional work experience in customer service with demonstrated technical knowledge and ability.

12. Sr. Help Desk Specialist

Minimum/General Experience

Technical knowledge coupled with strong customer service skills is essential. Must be proficient with tracking incidents from open to close and completion of all documentation through resolution. Must be capable of developing and maintaining records of technical and procedural knowledge. Must independently analyze data and develop appropriate solutions. Ability to manage and meet deadlines in a fast-paced environment. Strong analytical, communication and writing skills are essential along with the ability to act quickly to change. Strong collaboration skills with customers and stakeholders are essential.

Functional Responsibility

Works closely with the user community resolve service requests. Develops Help Desk standard operating procedures for resolving different categories of tickets and the processing of tickets. Meets target Service Level Agreements (SLAs) for ticket response and resolution time. Participates in training and customer support processes. Assists in the creation and maintenance of technical support documentation related to incident prevention, error types and resolution methods. Assists in internal and customer continuous quality improvement activities. Notifies Customer Service Manager of potential trends that could identify a system bug or flaw.

Minimum Education

Associate's degree in a related field and 3 - 5 years of professional work experience OR 5 years professional work experience in customer service with demonstrated technical knowledge and ability.

13. Systems Administrator

Minimum/General Experience

Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.

Functional Responsibility

Installs new software releases and system upgrades, evaluates and installs patches, and resolves software related problems. Performs system backups and recovery. Maintains data files and monitors system configuration to ensure data integrity. Adheres to all system security guidelines and advices internal associates on appropriate protocol to maintain the highest degree of security.

Minimum Education

May require a bachelor's degree in a related area with at least 2 years of experience in the field or in a related area.

14. Technical Writer

Minimum/General Experience



2+ years of experience formatting and designing documents in MS Word, Excel and PowerPoint. Demonstrated ability to edit for consistency, as well as grammar, syntax, and style. Work experience in the development of document standards and templates, process flowcharts, and documentation associated with software delivery.

Functional Responsibility

Format, edit and review documents to ensure they are of high quality and ready for delivery to the Customer. Work extensively and comfortably with Microsoft Office applications including MS Word, Visio, Excel and PowerPoint. Prepare documents and support internal review cycles of documents prior to delivery to the customer. Support technical personnel with formatting and editing of documents. Conduct technical editing on project deliverables to ensure that content is communicated clearly, concisely, and effectively. Advise deliverable authors in matters of format, style, syntax, and usage to improve the general quality and effectiveness of communications. Assist with defining and implementing version control standards for content developed by the team and provide document and quality control over documents intended for delivery to the customer. Provide recommendations for continuous process improvement in the technical writing and editing functions. Ensures all documents are within 508 Compliance recommendations.

Minimum Education

A Bachelor's degree in a related field, or equivalent experience.



Labor Category Pricing

Labor Category	Rate (with IFF) Contract Year 1	Rate (with IFF) Contract Year 2	Rate (with IFF) Contract Year 3	Rate (with IFF) Contract Year 4	Rate (with IFF) Contract Year 5
Program Manager	\$ 131.28	\$ 133.91	\$ 136.59	\$ 139.32	\$ 142.10
Project Manager II	\$ 106.44	\$ 108.57	\$ 110.74	\$ 112.95	\$ 115.21
Data Analytics Manager	\$ 93.77	\$ 95.65	\$ 97.56	\$ 99.51	\$ 101.50
Sr. Data Analyst	\$ 75.02	\$ 76.52	\$ 78.05	\$ 79.61	\$ 81.21
Customer Service Manager	\$ 84.40	\$ 86.06	\$ 87.81	\$ 89.56	\$ 91.35
Sr. Help Desk Specialist	\$ 42.20	\$ 43.04	\$ 43.90	\$ 44.78	\$ 45.68
Application Systems Analyst	\$ 75.02	\$ 76.52	\$ 78.05	\$ 79.61	\$ 81.21
Software Engineer	\$ 86.67	\$ 88.40	\$ 90.17	\$ 91.98	\$ 93.81
Sr. Software Engineer	\$ 97.27	\$ 99.21	\$ 101.20	\$ 103.22	\$ 105.28
Sr. Business Analyst	\$ 75.02	\$ 76.52	\$ 78.05	\$ 79.61	\$ 81.21
Help Desk Specialist	\$ 42.20	\$ 43.04	\$ 43.90	\$ 44.78	\$ 45.68
Systems Administrator	\$ 75.02	\$ 76.52	\$ 78.05	\$ 79.61	\$ 81.21
Technical Writer	\$ 60.96	\$ 62.18	\$ 63.42	\$ 64.69	\$ 65.98



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

SoftDev Incorporated provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Point of Contact: Robin Kaiser

Phone: 910.727.0000

Email: robin.kaiser@softdevconsulting.com

Fax: 910.727.0011



BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

Ordering Activity	Date	Contractor	Date
Signatures			
	the schedule contract. T	work, and save time by elimina The end result is to create a pure	
the development of techni	cal documents, solicitation	contracting and open market coons and the evaluation of offers rs in accordance with Federal A	
cooperative agreement to	further reduce the admini	g Act (ordering activity) and (astrative costs of acquiring commedule Contract(s)	Contractor) enter into a mercial items from the General



RPA	NIII	MRFR

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

	following contract items can be ordered under this B ect to the terms and conditions of the contract, excep	
MOD	DEL NUMBER/PART NUMBER *S	PECIAL BPA DISCOUNT/PRICE
Deliv		
DEST	TINATION DE	ELIVERY SCHEDULES / DATES
	ordering activity estimates, but does not guarantee, tement will be	hat the volume of purchases through this
This I	BPA does not obligate any funds.	
This I	BPA expires on or at the end of	of the contract period, whichever is earlier.
The fe	following office(s) is hereby authorized to place order	ers under this BPA:
OFFI	ICE PC	OINT OF CONTACT
Order	rs will be placed against this BPA via Electronic Da	ta Interchange (EDI), FAX, or paper.
	ss otherwise agreed to, all deliveries under this BPA slips that must contain the following information as	
(a)	Name of Contractor;	
(b)	Contract Number;	
(c)	BPA Number;	
(d)	Model Number or National Stock Number (NS)	N);
	Purchase Order Number;	
(e)	Fulchase Order Number,	



- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.